

Ms. Blanca S. Bayo
June 24, 1996
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Please date-stamp the extra copy of this filing and return it in the self-addressed, stamped envelope provided herein. Should you have any questions regarding this filing, please do not hesitate to contact Marcy Greene at (202) 424-7856.

Very truly yours,



Dana Frix
Marcy Greene

Counsel for WinStar Gateway Network, Inc.

Enclosures

cc: Mr. Peter LaRose

TITLE SHEET

RESOLD TELECOMMUNICATIONS SERVICES

This tariff applies to the Resold Telecommunications Services furnished by WinStar Gateway Network, Inc. ("WGN" or "Carrier") between one or more points in the State of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at Carrier's principal place of business, 5221 N. O'Connor, Suite 850, Irving, Texas 75039, (800) 569-0010.

Issued:

Effective:

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WinStar Gateway Network, Inc.
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 CHECK SHEET

The sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	23	Original
2	Original	24	Original
3	Original	25	Original
4	Original	26	Original
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17	Original	39	Original
18	Original	40	Original
19	Original	41	Original
20	Original	42	Original
21	Original	Appendix A	
22	Original		

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EXPLANATION OF SYMBOLS

The following are the only symbols used for the purposes indicated below:

- D - Delete or Discontinue
- I - Change Resulting In An Increase to A Customer's Bill
- M - Moved From Another Tariff Location
- N - New
- R - Change Resulting In A Reduction to A Customer's Bill
- T - Change In Text or Regulation But No Change In Rate or Charge

TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect.

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TARIEF FORMAT (cont'd)

- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (*i.e.*, the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

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SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Subscriber's location to Carrier's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Subscriber, to enable Carrier to identify the origin of service User so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Subscriber shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Automatic Numbering Identification (ANI) - A type of signalling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Carrier or Company - Refers to WinStar Gateway Network, Inc.

Commission - Refers to the Florida Public Service Commission.

Common Carrier - A company or entity providing telecommunications services to the public.

Holiday - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Local Access and Transport Area (LATA) - The term "Local Access Transport Area" denotes a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

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SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS

Measured Charge - A charge assessed on a per minute basis in calculating a portion of the charges due for a completed interexchange call.

Operator Assisted Call -- Call requiring assistance for completion, usually by dialing 0+(area code)+(exchange)+(line number), i.e., "0+"; or by dialing "0," with all subsequent dialing being performed by Operator Services, i.e., "0-."

Operator Service Charge -- a non-measured (fixed) charge which is added to a measured charge in calculating the total tariff charge due for a completed Operator Assisted Call.

Operator Services -- the operators, activities, equipment or services necessary to provide Operator Assisted Calls.

Subscriber/Customer - The person or legal entity which enters into arrangements for Carrier's telecommunications services and is responsible for payment of Carrier's services.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

Travel Card - A credit or debit calling card issued by Carrier which allows Subscribers and/or Users to make telephone calls and charge the calls to a credit or debit account. Calls charged to a Carrier-issued credit travel card will appear on the Subscriber's regular monthly bill. Calls charged to a Carrier-issued debit travel card will be charged against the debit account.

User - The person(s) utilizing Carrier's services.

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SECTION 2. RULES AND REGULATIONS

2.1 Application of Tariff

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by Carrier for telecommunications between points within the State. Carrier's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- 2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by Carrier and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Carrier.
- 2.1.3 The Subscriber is entitled to limit the use of Carrier's services by Users at the Subscriber's facilities, and may use other common carriers in addition to or in lieu of Carrier.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.2 Use of Services

- 2.2.1 Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2 The use of Carrier's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 Carrier's services are available for use twenty-four hours per day, seven days per week.
- 2.2.5 Carrier does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- 2.2.6 Carrier's services may be denied for nonpayment of charges or for other violations of this tariff.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier

- 2.3.1 Except as otherwise stated in this section, the liability of Carrier for damages arising out of either: (A) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, or (B) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.5
- 2.3.2 Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.5, Carrier shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- 2.3.3 The liability of Carrier for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

2.3.4 Carrier shall not be liable for any claims for loss or damages involving:

- A. Any act or omission of: (1) the Customer, (2) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by Carrier; or (3) common carriers or warehousemen;
- B. Any delay or failure of performance or equipment due to causes beyond Carrier's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against Carrier; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
- C. Any unlawful or unauthorized use of Carrier's facilities and services;

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

- D. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Carrier-provided facilities or services; or by means of the combination of Carrier-provided facilities or services with Customer-provided facilities or services;
- E. Breach in the privacy or security of communications transmitted over Carrier's facilities;
- F. Changes in any of the facilities, operations or procedures of Carrier that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by Carrier and is not provided to the Customer, in which event Carrier's liability is limited as set forth in paragraph 2.3.1 of this Subsection 2.3.
- G. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

- H. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to Carrier's facilities;
- I. Any intentional, wrongful act of a Carrier employee when such act is not within the scope of the employee's responsibilities for Carrier and/or is not authorized by Carrier;
- J. Any representations made by Carrier employees that do not comport, or that are inconsistent, with the provisions of this Tariff.
- K. Any act or omission in connection with the provision of 911, E911, or similar services;
- L. Any noncompletion of calls due to network busy conditions;
- M. Any calls not actually attempted to be completed during any period that service is unavailable.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

2.3.5 Carrier shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Carrier or Customer equipment or facilities or service provided by Carrier.

2.3.6 Carrier does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. Carrier shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

- 2.3.7 Carrier assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if Carrier has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- 2.3.8 Any claim of whatever nature against Carrier shall be deemed conclusively to have been waived unless presented in writing to Carrier within thirty (30) days after the date of the occurrence that gave rise to the claim.
- 2.3.9 CARRIER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Subscriber

- 2.4.1 The Subscriber is responsible for placing any necessary orders; for complying with tariff regulations; for the placement of any stickers or tent cards provided by Carrier or as required by law; and for assuring that Users comply with tariff regulations. The Subscriber shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Subscriber to Users. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's numbers which are not collect, third party, calling card, or credit card calls.
- 2.4.2 The Subscriber is responsible for charges incurred for special construction and/or special facilities which the Subscriber requests and which are ordered by Carrier on the Subscriber's behalf.
- 2.4.3 If required for the provision of Carrier's services, the Subscriber must provide any equipment space, supporting structure, conduit and electrical power without charge to Carrier.
- 2.4.4 The Subscriber is responsible for arranging access to its premises at times mutually agreeable to Carrier and the Subscriber when required for Carrier personnel to install, repair, maintain, program, inspect or remove equipment with the provision of Carrier's services.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Subscriber (Cont'd)

2.4.5 The Subscriber shall ensure that the equipment and/or system is properly interfaced with Carrier facilities or services, that the signals emitted into Carrier's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Carrier will permit such equipment to be connected with its channels without use of protective interface devices.

If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to Carrier equipment, personnel, or the quality of service to other Subscribers, Carrier may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, Carrier may terminate the Subscriber's service pursuant to Section 2.6 of this Tariff.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Subscriber (cont'd)

- 2.4.6 The Subscriber must pay Carrier for replacement or repair of damage to the equipment or facilities of Carrier caused by negligence or willful act of the Subscriber, Users, or others, by improper use of the services, or by use of equipment provided by the Subscriber, Users, or others.
- 2.4.7 The Subscriber must pay for the loss through theft of any Carrier equipment installed at Subscriber's premises.
- 2.4.8 The Subscriber is responsible for payment of the charges set forth in this tariff.
- 2.4.9 The Subscriber is responsible for compliance with the applicable regulations set forth in this tariff.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Allowances for Interruptions in Service

2.5.1 General

- A. A credit allowance will be given when service is interrupted, except as specified in Section 2.5.2 following. A service is interrupted when it becomes unusable to the Customer, *e.g.*, the Customer is unable to transmit or receive, because of a failure of a component furnished by Carrier under this tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by Carrier to be impaired.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Allowances for Interruptions in Service (Cont'd)

2.5.2 Limitations on Allowances

No credit allowance will be made for any interruption of service:

- A. due to the negligence of, or noncompliance with the provisions of this Tariff by, any person or entity other than Carrier, including but not limited to the Customer or other common carriers connected to the service of Carrier;
- B. due to the failure of power, equipment, systems, or services not provided by Carrier;
- C. due to circumstances or causes beyond the control of Carrier;
- D. during any period in which Carrier is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. during any period in which the Customer continues to use the service on an impaired basis;

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Allowances for Interruptions in Service (Cont'd)

2.5.2 Limitations on Allowances (Cont'd)

- F. during any period when the Customer has released service to Carrier for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. that was not reported to Carrier within thirty (30) days of the date that service was affected.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Allowances for Interruptions in Service (Cont'd)

2.5.3 Application of Credits for Interruptions in Service

Credits for interruptions of service, for which charges are specified on the basis of per minute of use, or on the usage of a fraction of a minute, shall in no event exceed an amount equal to the initial period charge provided for under this tariff.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6 Cancellation or Interruption of Services

2.6.1 Without incurring liability, Carrier may discontinue services to a Subscriber or may withhold the provision of ordered or contracted services, subject to the procedures set forth in 2.6.2:

- A. For nonpayment of any sum due Carrier for more than thirty (30) days after issuance of the bill for the amount due,
- B. For violation of any of the provisions of this tariff,
- C. For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over Carrier's services, or
- D. By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Carrier from furnishing its services.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6 Cancellation or Interruption of Services (Cont'd)

2.6.2 Procedures for discontinuance of existing service:

- A. Carrier may discontinue service without notice for any of the following reasons:
 - 1. If a Subscriber or User causes or permits any signals or voltages to be transmitted over Carrier's network in such a manner as to cause a hazard or to interfere with Carrier's service to others.
 - 2. If a Subscriber or User uses Carrier's services in a manner to violate the law.
- B. In all other circumstances, Carrier will provide the Subscriber with written notice stating the reason for discontinuance, and will allow the Subscriber not less than ten (10) days to remove the cause for discontinuance. In cases of non-payment of charges due, the Subscriber will be allowed at least five (5) days, excluding Sundays and holidays, to make full payment of all undisputed charges, and in no event will service be discontinued on the day preceding any day on which Carrier is not prepared to accept payment of the amount due and to reconnect service.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6 Cancellation or Interruption of Services (Cont'd)

- 2.6.3 Without incurring liability, Carrier may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Subscriber and Carrier's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.
- 2.6.4 Service may be discontinued by Carrier, without notice to the Subscriber, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain customer authorization codes, when Carrier deems it necessary to take such action to prevent unlawful use of its service. Carrier will restore service as soon as it can be provided without undue risk, and will, upon request by the customer affected, assign a new authorization code to replace the one that has been deactivated.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.7 Billing Arrangements

- 2.7.1 Subscribers will either be billed directly by Carrier or its intermediary, or charges will be included in the Subscribers' regular telephone bill pursuant to billing and collection agreements established by Carrier or its intermediary with the applicable telephone company.
- 2.7.2 Carrier will render bills monthly. Payment is due within thirty (30) days after Subscribers' receipt of its bill.
- 2.7.3 Carrier may impose a late payment charge not to exceed 1.5% on any bill not paid within thirty (30) days of the receipt. Subscriber shall be responsible for all costs, including attorney's fees, incurred in the collection of unpaid charge or in any other action to enforce payments and/or obligations arising under this tariff.

2.8 Validation of Credit

Carrier reserves the right to validate the credit worthiness of Subscribers or Users.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.9 Contested Charges

All bills are presumed accurate, and shall be absolutely binding on the User unless objection is received by Carrier within thirty (30) days after such bills are rendered. In the case of a billing dispute between the User and Carrier for service furnished to the User, which cannot be settled with mutual satisfaction, the User can take the following course of action within thirty (30) days of the billing date:

- 2.9.1 First, the User may request, and Carrier will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnect.)
- 2.9.2 Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of Carrier, the User may file an appropriate complaint with the Florida Public Service Commission. The address of the Florida Public Service Commission is:

Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850
(904) 413-6770

Issued:

Effective:

Issued by: Art Greene, President
WinStar Gateway Network, Inc.
5221 N. O'Connor, Suite 850
Irving, Texas 75039

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.10 Billing Entity Conditions

When billing functions on behalf of Carrier are performed by local exchange telephone companies, or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

2.11 Deposits

Carrier may require a deposit from the Subscriber.

2.12 Taxes and Surcharges

All federal excise taxes, and state and local sales, use, and similar taxes, as well as federal and state surcharges imposed or collected by the National Exchange Carrier Association, are the responsibility of the Subscriber, are billed as separate line items and are not included in the quoted rates.

2.13 Minimum Call Completion Rate

Carrier will ensure an industry standard blocking rate between P.01 and P.02.

2.14 Promotions

Carrier may from time to time offer promotional services.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.15 Operator Services

Carrier will:

- 2.15.1 Identify itself, audibly and distinctly, to the Customer at the beginning of each telephone call before the Customer incurs any charges.
- 2.15.2 Disclose immediately upon request and without charge to the customer:
- A. the rates and charges for the Customer's intended call;
 - B. the methods by which such rates or charges will be collected;
 - C. the methods by which complaints concerning rates, charges or collection practices will be resolved.
- 2.15.3 Permit the Customer to terminate the call at no charge before the call is connected.

In order to control fraud, Carrier may refuse to accept calling cards which it determines to be invalid.

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SECTION 3. RATE SCHEDULE

3.1 Description of Services

Carrier provides interexchange telecommunications services. Calls are rated based on the duration of the call. In addition, a monthly recurring charge may apply. Unless otherwise indicated, rates are identified in this tariff as per minute rates.

3.2 Calculation of Usage Rates

Billing for calls placed over Carrier's network is based in part on the duration of the call. Billing is in six second, eighteen second, thirty second or minute increments, with a minimum call length of not less than six seconds. Timing begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch. A call is terminated when either party (called or calling) hangs up. Any fractional portion of a call is rounded up to the next highest billing increment.

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SECTION 3. RATE SCHEDULE (Cont'd)

3.3 Time Periods Defined

Unless otherwise indicated herein:

3.3.1 All rate plans, except Message Telecommunications Service Rate Plans S, T and U:

Peak: 8:00 a.m. - 5:00 p.m. - Monday - Friday
Off Peak: 5:00 p.m. - 8:00 a.m. - Monday - Friday,
All day - Saturday, Sunday and Carrier-designated holidays.

3.3.2 Message Telecommunications Service Rate Plans S, T and U.

Peak: 8:00 a.m. - 11:00 p.m. - Monday - Friday
Off Peak: 11:00 p.m. - 8:00 a.m. - Monday - Friday,
All day - Saturday, Sunday and Carrier-designated holidays.

3.3.3 Operator Services:

Day: 8:00 a.m. - 5:00 p.m. - Monday - Friday;
Evening: 5:00 p.m. - 8:00 a.m. - Monday - Friday and
Sunday;
Night/Weekend: 11:00 p.m. - 8:00 a.m. - Monday - Friday
All day Saturday
8:00 a.m. - 5:00 p.m. and 11:00 p.m. - 8:00 a.m.
Sunday

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SECTION 3. RATE SCHEDULE (Cont'd)3.4 Rate Schedules

This section sets forth the rates and charges applicable to Carrier's service offerings.

3.4.1 Message Telecommunications Services

Message Telecommunications Services ("MTS") consist of the furnishing of outbound message telephone service between telephone stations located within the state. MTS is available on both a switched and dedicated basis.

A. Switched Outbound Service:

1. Rate Plan:

	<u>I</u>	<u>J</u>	<u>K</u>	<u>L</u>	<u>M</u> ^{1/}	<u>N</u>	<u>Q</u> ^{2/}	<u>P</u>	<u>S</u> ^{3/}	<u>T</u>	<u>U</u> ^{4/}
Peak:	\$0.185	\$0.195	\$0.205	\$0.212	\$0.223	\$0.234	\$0.246	\$0.258	\$0.290	\$0.314	\$0.334
Off Peak:	\$0.165	\$0.174	\$0.183	\$0.189	\$0.198	\$0.206	\$0.218	\$0.229	\$0.265	\$0.285	\$0.305
	<u>101</u>	<u>103</u>	<u>105</u>	<u>107</u>	<u>109</u>	<u>111</u> ^{2/}	<u>113</u> ^{2/}	<u>120</u> ^{2/}	<u>125</u>	<u>126</u>	<u>1WB</u>
Peak:	\$0.204	\$0.215	\$0.221	\$0.233	\$0.242	\$0.250	\$0.179	\$0.235	\$0.180	\$0.2682	\$0.160
Off-Peak:	\$0.204	\$0.215	\$0.221	\$0.233	\$0.242	\$0.250	\$0.179	\$0.235	\$0.180	\$0.2349	\$0.160

^{1/} A Monthly Recurring Charge of \$2.86 applies to this Rate Plan.

^{2/} A Monthly Recurring Charge of \$3.00 applies to this Rate Plan.

^{3/} A Monthly Recurring Charge of \$3.50 applies to this Rate Plan.

^{4/} A Monthly Recurring Charge of \$1.50 applies to this Rate Plan.

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SECTION 3. RATE SCHEDULE (Cont'd)

3.4 Rate Schedules (Cont'd)

3.4.1 Message Telecommunications Services (Cont'd)

B. Dedicated Outbound Service:

1. Rate Plan:

	<u>A</u>	<u>B</u>
Peak:	\$0.1389	\$0.1310
Off-Peak:	\$0.1092	\$0.1310

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SECTION 3. RATE SCHEDULE (Cont'd)**3.4 Rate Schedules (Cont'd)****3.4.2 800 Service**

800 Service is an inbound-only service in which callers located within the State may place toll-free calls to a telephone in the 800 area code assigned to the Customer. 800 Service is available on both a switched and dedicated basis.

A. Switched Inbound Service:**1. Rate Plan:**

	<u>I</u>	<u>J</u>	<u>K</u>	<u>L</u>	<u>M</u>	<u>N</u>	<u>Q</u>	<u>P</u>
Peak:	\$0.202	\$0.206	\$0.213	\$0.219	\$0.226	\$0.239	\$0.251	\$0.265
Off-Peak:	\$0.180	\$0.184	\$0.160	\$0.195	\$0.202	\$0.214	\$0.226	\$0.238

	<u>201</u>	<u>203</u>	<u>205</u>	<u>207</u>
Peak:	\$0.206	\$0.217	\$0.233	\$0.235
Off-Peak:	\$0.206	\$0.217	\$0.233	\$0.235

B. Dedicated Inbound Service:**1. Rate Plan:**

	<u>A</u>	<u>B</u>
Peak:	\$0.1348	\$0.1271
Off-Peak:	\$0.1138	\$0.1271

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SECTION 3. RATE SCHEDULE (Cont'd)**3.4 Rate Schedules (Cont'd)****3.4.3 Postpaid Travel Card Service**

Postpaid travel card service is available to Customers of Carrier's long distance services. Customers will reach Carrier's network via a toll free number. A Customer who elects to use this service will pay the tariffed rates for calls charged to the card. Charges for such calls appear on the Customer's regular monthly bill.

1. Rate Plan:

	I	J	K	L	M	N	Q	P
Peak:	\$0.169	\$0.179	\$0.189	\$0.199	\$0.209	\$0.219	\$0.229	\$0.250
Off-Peak:	\$0.169	\$0.179	\$0.189	\$0.199	\$0.209	\$0.219	\$0.229	\$0.250

A \$0.25 per call access charge is assessed for calls made under Travel Card Rate Plans M through P.

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SECTION 3. RATE SCHEDULE (Cont'd)**3.4 Rate Schedules (Cont'd)****3.4.4 Prepaid Debit Travel Card Service**

Prepaid debit travel card service is a prepaid long distance calling card service under which Customers purchase cards in predetermined amounts for long distance usage. The service is accessed through a toll-free telephone number. As a customer accesses the service, usage rates and taxes are automatically deducted from the remaining card balance.

A. Rates:

\$0.180
\$0.200
\$0.220
\$0.229
\$0.250
\$0.280
\$0.290
\$0.300
\$0.330
\$0.350
\$0.400
\$0.450
\$0.500
\$0.600
\$0.700
\$1.000

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SECTION 3. RATE SCHEDULE (Cont'd)3.4 Rate Schedules (Cont'd)3.4.5 Directory Assistance - \$0.75 per call.3.4.6 Operator Services

Operator Service includes the completion of collect, station-to-station, person-to-person, third party billing and credit card calls with the assistance of a Carrier operator. Each completed operator assisted call consists of two charge elements (except as otherwise indicated herein): (i) a fixed operator charge, which will be dependent on the type of billing selected (e.g., calling card, collect or other) and/or the completion restriction selected (e.g., station-to-station or person-to-person); and (ii) a measured usage charge dependent upon the duration, distance and/or time of day of the call.

A. Measured Usage Rates:

<u>Mileage Band</u>	<u>Day</u>		<u>Evening</u>		<u>Night/ Weekend</u>	
	<u>1st Min.</u>	<u>Add'l Min.</u>	<u>1st Min.</u>	<u>Add'l Min.</u>	<u>1st Min.</u>	<u>Add'l Min.</u>
1-10	\$0.1700	\$0.1800	\$0.1200	\$0.1300	\$0.1000	\$0.1100
11-22	\$0.1900	\$0.2000	\$0.1400	\$0.1500	\$0.1100	\$0.1200
23-55	\$0.2200	\$0.2300	\$0.1600	\$0.1700	\$0.1200	\$0.1300
56-124	\$0.2400	\$0.2500	\$0.1600	\$0.1700	\$0.1300	\$0.1400
125-292	\$0.2500	\$0.2600	\$0.1700	\$0.1800	\$0.1300	\$0.1400
293-430	\$0.2500	\$0.2600	\$0.1800	\$0.1900	\$0.1400	\$0.1500
431-624	\$0.2500	\$0.2600	\$0.1800	\$0.1900	\$0.1400	\$0.1500

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SECTION 3. RATE SCHEDULE (Cont'd)

3.4 Rate Schedules (Cont'd)

3.4.6 Operator Services (Cont'd)

B. Operator Charges:

	<u>Service Charge Per Call:</u>
LEC Calling Card	\$0.80
Operator Dialed	\$0.75
Person-to-Person	\$2.50
Person-to-Person Collect	\$2.50
Station-to-Station	\$1.00
Station-to-Station Collect	\$1.00
Third Party	\$1.00

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SECTION 3: RATE SCHEDULE (Cont'd)

3.4 Rate Schedules (Cont'd)

3.4.6 Operator Services (Cont'd)

C. Operator Dialed Charge

The Operator Dialed charge in Sections B, above, applies to Person-to-Person calls and calls when the Customer has the capability of dialing all the digits necessary to complete a call, but elects to dial the appropriate operator code and requires prompting by the operator system to dial the called station or requests the operator to dial the called station. The charge does not apply to:

1. calls where a Customer cannot otherwise dial the call due to defective equipment or trouble on Carrier's network;
2. calls in which an operator places a call for a calling party who identifies him/herself as being handicapped and unable to dial because of the handicap;
3. calling card calls.

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SECTION 4. MISCELLANEOUS CHARGES

4.1 Late Payment Charge

Any charges accrued under this tariff that are not paid in full within the time provided by Section 2.6, preceding, will be subject to the following late payment charge:

1.5% Per Month

4.2 Uncollectible Check Charge

For any check returned to Carrier due to insufficient funds, uncollected funds, or closed account:

\$15.00 per check returned.

4.3 Discounts for Hearing Impaired Customers

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll calls placed between TDDs. Discounts do not apply to surcharges or per call add-on charges when the call is placed by a method that would normally incur the surcharge.

- (A) The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the evening rate during business day hours and the night/weekend rate during the evening rate period.
- (B) The credit to be given on a subsequent bill for such calls placed by TDDs with the assistance of the relay center will be equal to 50% of the rate for the applicable rate period. If either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted at 60% of the applicable rate.

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APPENDIX A

<u>Contract</u> <u>Number</u>	<u>Service</u> <u>Description</u>	<u>Rates</u>	<u>Effective</u> <u>Date</u>
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